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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 ALLA KAZOVSKY,  
12 Plaintiff,  
13 v.  
14 METROCITIES MORTGAGE, LLC; et  
15 al.,  
16 Defendants.  
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Case No. 2:11-cv-06079-ODW (FMOx)  
**ORDER DENYING MOTION TO  
WITHDRAW AS COUNSEL OF  
RECORD [82]**

18 Before the Court is Prosper Law Group, LLP's Motion to Withdraw as Counsel  
19 for Plaintiff Alla Kazovsky. (ECF No. 82.) Having carefully considered the papers  
20 filed in support of and in opposition to the instant Motions, the Court deems the  
21 matters appropriate for decision without oral argument. Fed. R. Civ. P. 78; C.D. Cal.  
22 L.R. 7-15. Prosper's Motion is **DENIED**.

23 Pursuant to Local Rule 83-2.9.2.1, "[a]n attorney may not withdraw as counsel  
24 except by leave of court. An application for leave to withdraw must be made upon  
25 written notice given reasonably in advance to the client and to all other parties who  
26 have appeared in the action." L.R. 83-2.9.2.1. The decision to grant or deny a motion  
27 to withdraw as counsel for a party is within the Court's discretion. *See, e.g.,*  
28 *Huntington Learning Ctrs., Inc. v. Educ. Gateway, Inc.*, 2009 WL 2337863 at \*1

1 (C.D. Cal., June 28, 2009). In determining whether to grant a motion to withdraw as  
2 counsel, courts often weigh the following four factors: “(1) the reasons why  
3 withdrawal is sought; (2) the prejudice withdrawal may result to other litigants; (3) the  
4 harm withdrawal might cause to the administration of justice, and (4) the degree to  
5 which withdrawal will delay the resolution of the case.” *Id.* (quoting *Irwin v. Mascott*,  
6 2008 WL 410694 at \*4 (N.D. Cal. Dec. 1, 2004); *Nedbank Int’l, Ltd. v. Xero Mobile*,  
7 *Inc.*, 2008 WL 4814706 at \*1 (C.D. Cal., Oct. 30, 2008)).

8       Upon consideration of these factors, the Court finds that withdrawal at this time  
9 is unwarranted. Prosper’s Motion asserts that “Prosper Law makes this motion on the  
10 basis that irreconcilable differences exist between the Firm and Plaintiff Alla  
11 Kazovsky such that there is a break down in the attorney-client relationship. Prosper  
12 Law believes that this Motion is consistent with California Rules of Professional  
13 Conduct.” (Mot. 3 (citation omitted).) Prosper does not set forth which particular  
14 California Rule of Professional Conduct it contends applies to this case. The Court  
15 presumes that Prosper could only have intended Rule 3-700(C)(6), which provides  
16 that counsel of record may not request permission to withdraw unless counsel  
17 “believes in good faith, in a proceeding pending before a tribunal, that the tribunal will  
18 find the existence of other good cause for withdrawal.” But Prosper’s Motion is  
19 painfully vague, which obfuscates any good cause that may exist here.

20       Prosper further contends that no prejudice will result to Plaintiff by Prosper’s  
21 withdrawal because “there are no pending Motions on the Courts [*sic*] calendar, and  
22 the next scheduled Court appearance is the Scheduling Conference set for July 16,  
23 2012.” First, Prosper scheduled the hearing on its Motion to Withdraw just two weeks  
24 before the Scheduling conference—the same date that Plaintiff’s Joint Rule 26(f)  
25 Report is due. (ECF No. 79, at 2.) Were the Court to grant Prosper’s Motion,  
26 Plaintiff potentially would be left to fend for herself at the scheduling conference,  
27 suddenly finding herself without counsel during an important stage of the litigation.

1           Second, in response to the Court's March 2, 2012 Order to Show Cause  
2 Regarding Dismissal for Lack of Prosecution against Defendant U.S. Bancorp,  
3 Prosper associate Sasha M. Moreno represented to the Court on March 9, 2012, that  
4 "Plaintiff and Defendant U.S. Bancorp are currently in the process of exchanging  
5 information in an effort to resolve U.S. Bancorp's belief that they have been  
6 incorrectly named in this action. [¶] If resolved, Plaintiff intends to voluntarily  
7 dismiss U.S. Bancorp in the near future." (Moreno Decl., ECF No. 70, ¶¶ 10, 11.) To  
8 date, no further action has been taken with respect to U.S. Bancorp. The Court  
9 questions whether this fact was intentionally omitted from Prosper's Motion to  
10 Withdraw. Regardless, the Court finds that Prosper has made an inadequate showing  
11 that its withdraw at this stage would not prejudice Plaintiff in this action or delay  
12 resolution of this proceeding.

13           Finally, Prosper notes that it "has complied with all of the requirements under  
14 Local Rule 83-2.9.2.1" (*id.*), "including giving due notice to Ms. Kazovsky, and  
15 allowing time for employment of other counsel." (Bergman Decl. ¶ 3.) Yet Prosper  
16 does not explain when or how it provided Plaintiff this "due notice," nor what sort of  
17 time frame it provided her for seeking employment of new counsel. As a result, the  
18 Court is left wondering what, if anything, Plaintiff actually knows or understands  
19 regarding Prosper's Motion.

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1 For the reasons discussed above, the Court **DENIES** Prosper's Motion. Prosper  
2 may renew its Motion once Plaintiff has obtained substitute counsel, or upon a proper  
3 showing that all of the issues discussed herein have been thoroughly addressed to the  
4 Court's satisfaction.

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6 **IT IS SO ORDERED.**

7  
8 June 4, 2012

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11 **HON. OTIS D. WRIGHT, II**  
12 **UNITED STATES DISTRICT JUDGE**  
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